

Government Real Estate **FOR SALE**

On-Line Auction

FOR OFFSITE REMOVAL ONLY
Warehouses 5 and 6
501 West Felix Street, Fort Worth
Federal Center, Fort Worth, Texas



Auction Begins February 3, 2010
Sale No. GSA-R-1616



U.S. General Services Administration Public Buildings Service
Real Property Utilization and Disposal Division
819 Taylor Street, Suite 8A10, Fort Worth, Texas 76102-6103
817-978-4239/William Morgan
<http://propertydisposal.gsa.gov/property/>
www.auctionrp.com

IMPORTANT NOTICE

- Bidders should read all pages and all sections of the Invitation for Bids (IFB) before making a bid.
- GSA is not responsible for the accuracy of any IFB that was not obtained directly from the United States Government.
- Bids for Real Property purchase will be received continuously, or as otherwise specified herein, at the GSA Real Property Utilization and Disposal Division in Fort Worth, Texas.
- Bid deposits will be deposited upon receipt, with a refund of the amount to the unsuccessful bidders upon award, except as otherwise provided herein.
- Bids must be made on the bid forms contained in this IFB.
- All bids must include a bid deposit as described herein.
- Credit card deposits must include the “Deposit by Credit Card” form included in this IFB.
- The following information must appear in the lower left hand corner of the bid envelope:

SALE #	GSA-R-1616
SALE DATE	ON-LINE AUCTION
SALE OFFICE	7PZ

See the property on the internet at <https://propertydisposal.gsa.gov> and www.auctionrp.com

SALE OF GOVERNMENT REAL PROPERTY

SALE NO. GSA-R-1616 FOR OFFSITE REMOVAL ONLY

INVITATION FOR BIDS

OFFSITE REMOVAL of Warehouses 5 and 6 located at the Fort Worth Federal Center, 501 Felix Street, Fort Worth, Texas 76115

Bids for the purchase of the Government-owned property described in the Schedule portion of this Invitation for Bids will be received continuously, or as otherwise specified herein, by the General Services Administration for Sale Number GSA-R-1616, at the General Services Administration, Real Property Utilization and Disposal Division (7PZ), 819 Taylor Street, Room 8A10, Fort Worth, Texas 76102-6103. As used herein "Government" shall mean the United States of America, acting by and through the Administrator of General Services.

BID REGISTRATION SHOULD BE SUBMITTED TO:

General Services Administration
Real Property Utilization and Disposal Division (7PZ)
819 Taylor Street, Room 8A10
Fort Worth, Texas 76102-6103

This Invitation for Bids is issued subject to, and bids submitted pursuant to this Invitation for Bids must be in compliance with and subject to, the provisions of this Invitation for Bids, including the Schedule portion; (1) the Instructions to Bidders; (2) the General Terms of Sale (GSA Form R7-1444); (3) the Special Terms of Sale; and (4) the provisions of Bid Form and Acceptance, all of which are attached to this Invitation for Bids and by this reference made a part hereof.

SCHEDULE

1. Location and Description

Warehouses 5 and 6 are located at the Fort Worth Federal Center, 501 Felix Street, Fort Worth, Texas, 76115, and are only available for **OFFSITE REMOVAL**.

Warehouse 5 contains approximately 220,282 gross square feet and Warehouse 6 contains approximately 222,278 gross square feet. Both buildings are about 65 years old, wood construction with exteriors consisting of wood with shingle veneer. Roofs are wood with built up tar and gravel. The buildings were used by the Government for storage.

2. Inspection

Information about the property and appointments to view and inspect the building can be obtained by calling William Morgan, Project Manager, General Services Administration, Real Property Utilization and Disposal Division, at (817) 978-4239, by emailing william.morgan@gsa.gov or by writing to General Services Administration, Office of Real Property Disposal (7PZ), 819 Taylor Street, Room 8A10, Fort Worth, Texas 76102.

3. As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property **“AS IS” AND “WHERE IS”** with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee, for itself and its successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that Grantor has made no representations or warranty concerning the zoning, condition and state of repair of the Property nor has Grantor made any other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein, but is relying solely on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

SPECIAL TERMS OF SALE

1. Method of Payment – Balance of Purchase Price

The balance of the purchase price shall be payable in full within 30 days of acceptance or at time of closing. Wire transfer of funds shall effect payment of the balance of the purchase price. Such wire transfer shall be initiated by the bidder by having its bank transmit the required monies by transmitting a funds transfer message to the United States Treasury. The format and procedure for transmitting the required wire transfer message to the United States Treasury will be provided to the purchaser upon acceptance by the Government of such bid.

2. Method of Award

Successful high bidder(s) will be notified by letter, or as otherwise specified herein, that award has been made on the item(s) bid.

3. Removal Requirements and Cleaning Up Property Site

All removal work involving the demolition and removal of the structures identified as Warehouse 5 and Warehouse 6 (hereinafter referred to as the “Removal Work”) must be completed by no later than 210 calendar days from the date the bid is accepted by the Government (i.e. – the “Date of Award”).

All Removal Work personnel will be escorted by personnel of the GSA Property Management Staff located in Building 52, telephone 817-334-5521. Outages, if any, must be coordinated with the Property Management Office and if an outage impacts any other buildings it must be done on weekends or after regular business hours. Any road closures must be coordinated with the GSA Property Management Office.

All personnel of the Purchaser working on the FWFC must have a valid ID and all vehicles brought on the FWFC must have valid registration and proper insurance.

Purchaser shall comply with all fire, guard, safety, and other regulations in effect at the premises. The purchaser shall assume responsibility for the property purchased by him.

All building structure and/or materials shall be taken down and removed to the level of the slab foundation. All areas disturbed by equipment used to remove the building shall be backfilled to natural grade of the site to the satisfaction of the GSA Property Management Office.

The purchaser shall assume all necessary expenses, if any, in disconnecting and leaving in a safe condition, to the satisfaction of the GSA Property Management Office, electric and other wire and outside connections in the removal operations. Underground utility facilities shall be permanently capped at entrance to the building in a manner satisfactory to the GSA Property Management Office, two feet (2') below normal ground level or at the level of the existing underground horizontal run of piping.

Maximum safety precautions are to be taken during removal operations. All vegetation and other improvements are to be safeguarded from damage.

No later than 30 days after the bid is accepted by the Government the high bidder shall provide GSA a written plan and schedule (the "Removal Plan") for the demolition and removal of the two warehouse structures as described in this IFB. The Removal Plan shall detail the stages of work expected by the Awardee during the removal operations. The schedule shall detail major milestones with calendar dates demonstrating that all work will be complete within the overall timeframe allotted in this IFB. The Removal Plan must be approved in writing by GSA. All Removal Work shall be in full compliance with the requirements of paragraph 3 of the Special Terms of Sale, below.

Removal Work shall commence by no later than 60 calendar days after Date of Award. All Removal Work shall be fully completed in accordance with the Removal Plan and the agency, by and through its authorized GSA Real Property Utilization and Disposal Division employee, shall have the right to inspect Awardee's work at any time, with or without prior notice, to confirm Awardee's performance thereunder.

4. Inspection: Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after opening.

5. Special Deposit/Performance Bond: The Special Deposit required at the time of closing is accordance with Paragraph 13 of the General Terms of Sale, Form R7-1444, will be a work performance bond valued at **\$1,000,000.00**. Grantee shall at its sole cost and expense, obtain a work performance bond or bonds in an aggregate amount that represents one hundred (100) percent of the costs, including increases thereto over time, of all Removal Work required under the Removal Plan. Each work performance bond shall be issued in a form acceptable by the Government and by a surety approved in writing by the Government. Said performance bond shall name the Government as the obligee for completion of the Removal Work called for under the Removal Plan on the Premises by the surety, if the Grantee and/or its contractors fail to complete the offsite removal activities as required by the Removal Plan. The Performance Bond shall be in a form which grants to the Government the right, at its sole option and discretion, to immediately exercise the work performance bond in the event of the failure of the Awardee to timely complete any milestones called for under the terms of the Removal Plan. Closure on work performance will be given by General Services Administration upon satisfactory completion of removal activities as determined by the General Services Administration.

7. Insurance: Licensee shall at its sole cost and expense, obtain and carry to GSA's satisfaction, comprehensive general liability and property damage insurance in amounts of not less than a combined single limit of \$3,000,000 insuring Licensee against all liability for injury to or death of any person or persons or damage to property arising from the temporary use of the property as authorized by this License. Said insurance policy shall include an endorsement naming the United States of America, acting by and through the General Services Administration, as an additional insured. All such insurance shall be effective under valid and enforceable policies, shall be issued by insurers of recognized responsibility, and shall contain a provision whereby the insurer agrees not to cancel the insurance without thirty (30) days prior written notice to GSA. On or before the aforesaid insurance coverage, and renewal policies or certificates therefore shall be furnished to GSA at least five (5) days prior to the expiration date of each policy for which a certificate was theretofore furnished.

8. Indemnification: The purchaser agrees to indemnify and save harmless the United States or others, its agents and employees against any and all loss, damage, claim or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the purchaser of the privilege granted by this sale, or any other act or omission of the purchaser, including failure to comply with the obligations of this agreement.

9. Notice of Pesticides Application.

Warehouse 5 Only: The Grantee is notified that the Property may contain the presence of pesticides that have been applied in the management of the property. The United States knows of no use of any registered pesticide in a manner inconsistent with its labeling, and believes that all applications were made in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA -- 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. Furthermore, that in accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA -- 42 U.S.C. Sec. 9601, et seq.), the use of such substances is not a "release" (as defined in CERCLA, 42 U.S.C. Sec. 9601 (22)), but instead the use of a consumer product in consumer use (42 U.S.C. Sec. 9601(9)), and the application of a pesticide product registered under FIFRA for which recovery for response costs is not allowed (42 U.S.C. Sec. 9607(i)).

Warehouse 6 Only: A Limited Phase II Environmental Site Assessment and Additional Building Materials Sampling at Warehouse 6, Fort Worth Federal Center, dated April 2009 was conducted and is available upon request. The warehouse is vacant but contained two steel vessels where historic pesticide fumigation of various commodities has been documented.

GENERAL TERMS OF SALE

(GOVERNMENT PROPERTY FOR REMOVAL FROM SITE)

1. Term - "Invitation for Bids"

The term "Invitation for Bids" or "Invitation" as used herein refers to the foregoing Invitation for Bids, and its schedule; the Instructions to Bidders; the General Terms of Sale set forth herein; and the provisions of the Special Terms of Sale, Bid Form, and Acceptance; all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Bids for the opening of bids.

2. Descriptions in Invitation for Bids

The descriptions of the property set forth in the Invitation for Bids are believed to be correct, but any error or omission shall not constitute ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price. The information as to location and description is based upon the best data available and is given for identification purposes only.

3. **Condition of Property and Inspection**

The property is offered for sale without recourse against the Government and will be sold "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bids have been opened. The Bidder represents that he has inspected the property to his satisfaction and is familiar with and knows the condition of the premises and the property and is purchasing said property "As Is" and "Where Is," and that he is relying solely upon his own examination and determination and not upon any representation or statement, oral or written, except as provided in the Invitation for Bids, made by the Government with respect in said property.

4. **Terms of Payment**

Bids to purchase property for removal from site must be on an "All Cash" basis.

5. **Continuing Offers**

Each bid received shall be deemed to be a continuing offer after the date of bid opening for the number of calendar days specified in the bid, unless the bid is accepted or rejected by the Government before the expiration of the specified number of calendar days. If the Government desires to accept any bid after the expiration of the specified number of calendar days, the consent of the bidder shall be obtained prior to such expiration.

6. **Possession**

The successful bidder agrees to assume possession of the property within 15 days after the property has been conveyed to him. Should the successful bidder fail to take actual possession within such period, he shall, nonetheless be charged with constructive possession commencing at 12:00 A.M., standard time, on the 16th day after such request by the Government. The word "possession" shall mean either actual possession or constructive possession.

7. **Taxes**

a. The successful bidder shall pay all taxes imposed on this transaction and shall obtain at his own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law.

b. As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

8. Risk of Loss

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

9. Insurance

a. If possession of the property is assumed by the successful bidder prior to the date of conveyance, the successful bidder shall procure and maintain insurance at his expense, effective for the period from the date of assumption of possession to date of conveyance, for the benefit of the Government in such kinds and amounts as may be required by the Government.

b. Insurance required by the Government shall be in companies acceptable to the Government and shall include such terms and provisions as may be required to provide coverage satisfactory to the Government.

c. Information concerning insurance requirements will be furnished by the Director of Regional Data and Financial Management of the General Services Administration issuing office at the address given in the Invitation for Bids.

10. Revocation of Bid or Failure to Close

In the event of revocation of a bid after opening of bids and prior to notice of acceptance, or if after notice of acceptance the successful bidder fails to close the sale by (a) failing to pay the Government the balance of the purchase price, or (b) failing to deliver the special deposit, the bid deposit together with any payments subsequently made on account may be forfeited as the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said bid deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

11. Contract

The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such, contract. Nor shall the contract or any interest therein be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

12. Closing and Title

a. The closing of sale for the property offered shall be governed by this paragraph. In the event a bid for purchase is accepted, the successful bidder, shall within ten (10) calendar days from the date of notice of acceptance; or within such additional time as may be granted by the Government: (a) Pay to the Government the balance of the

purchase price, and (b) furnish the cash special deposit. Conveyance of the Government's interest in the property will be made without warranty, express or implied, subject to the provisions of the Invitation for Bids, by furnishing the purchaser a copy of his bid evidencing acceptance on the part of the Government in the space provided.

b. Title to the property for removal from site shall remain in the United States and the successful bidder shall not commence removal of the property or any part thereof until the full purchase price has been paid and the Government has conveyed the property to the purchaser as provided in this Paragraph 12 and has authorized the purchaser to commence removal.

13. Special Deposit

In addition to the bid deposit provided for under Paragraph 5 of Instructions to Bidders, the successful bidder shall, together with payment of the balance of the purchase price, deliver to the Government currency, a certified check, cashier's check or postal money order payable to the order of "General Services Administration" as a special deposit in the amount specified on the Bid Form for each item. This special deposit is for the sole purpose of setting up a fund out of which liquidated damages as provided in Paragraph 14.c. (1) and (2) of these General Terms of Sale can be collected and also out of which the cost of work performed by the Government in completing the removal operations as provided in Paragraph 14.d. (2) of these General Terms of Sale can be paid.

- a. If the removal operations are performed by the purchaser to the complete satisfaction of the Government, the special deposit, less any amounts collected therefrom as liquidated damages will be returned promptly to the purchaser without interest.
- b. If the removal operations are not performed by the purchaser to the complete satisfaction of the Government, and the property or portion thereof remaining, at the option of the Government has been declared forfeited, the special deposit, less any amounts collected therefrom as liquidated damages and less any amounts paid therefrom to cover the cost of work performed by the Government in completing the removal operations will be returned to the purchaser without interest after such costs have been paid, or will be returned to the purchaser without interest after a subsequent transferee acceptable to the Government has assumed the obligation to complete the removal operations.

14. Time for Removal of Property – Time Extensions - Damages – Forfeiture of Property – Liability for Removal Cost.

- a. Time Limit on Removal.

The purchaser shall remove the property from site as provided in this Invitation for Bids and shall complete such removal and the clean up and related operations required herein, referred to hereinafter as removal operations, on or before the end of the period of time which shall begin on the day he is authorized to commence removal of the property and which ends at 12:01 A.M., standard time, on the final day determined as follows:

- (1) If the Government does not grant a written extension of the period of time for completion of the removal operations, the final day shall be as specified in the Special Terms of Sale.
- (2) If an extension of the period of time for completion of the removal operations is granted by Government in writing, the final day shall be the day specified in such extension.

b. Time Extensions.

The Government may at its option grant written extensions of the period of time for completion of the removal operations.

c. Liability for Damages, due to grants of Extensions and due to Failure to Complete Removal Operations in Time Allowed.

It is recognized that the Government will be damaged if it grants an extension of the period of time for completion of the removal operations and also that the Government will be damaged if the purchaser fails to complete the removal operations within the period of time specified.

(1) Damages Resulting from Extensions.

If an extension of the period of time for completion of the removal operations is granted by Government pursuant to Subparagraph b of this Paragraph 14, the purchaser shall be liable for damages to the Government resulting from the extension, except as provided in (3) below. The resulting Liquidated damages shall be five hundred dollars (\$500.00) per day per item for the period from the final day determined in accordance with this Paragraph 14, (Subparagraph a. (1), or Subparagraph a. (2) if an extension setting a new final date has been granted previously; to the final day specified in the extension being granted at that time, or until the day upon which the Government determines that the removal operations for each such item have been completed, whichever day is earlier.

(2) Damages for Failure to Complete Timely Removal.

The purchaser shall be liable for damages to the Government resulting from his failure to complete the removal operations for any item within the period of time specified in this Paragraph 14, except as provided in (3) below. The resulting liquidated damages shall be five hundred dollars (\$500.00) per day per item for the period from the final day determined for each such item in accordance with this Paragraph 14, Subparagraph a.(1) or a.(2), as appropriate, to the day upon which the Government determines that the removal operations for each such item have been completed, or until the day the property is determined by Government to be forfeited.

(3) Causes Beyond Control of Purchaser.

The purchaser shall not be liable for damages resulting from the extensions under Paragraph 14.c. (1) or for damages for failure to complete timely removal under Paragraph 14.c. (2) if:

- (a) The delay in the completion of the removal obligations arises from unforeseeable causes beyond the control and without the fault or negligence of the purchaser, including but not restricted to, acts of God, acts of the public enemy, acts of the Government in either its, sovereign or contractual capacity, acts of another purchaser in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors; or arises from unforeseeable causes beyond the control and without the fault or negligence of both the purchaser and such subcontractors; and
- (b) The purchaser, within 10 calendar days from the beginning of such delay (unless the Contracting Officer grants a further period of time), notifies the Contracting Officer in writing of the causes of delay.

The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the removal obligations without liability on the part of the purchaser for damages, when in his judgment, the findings justify such an extension and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in Paragraph 21 of these General Terms of Sale.

d. Forfeiture of Property -Liability for Removal Cost.

- (1) It is recognized that if the purchaser fails to complete the removal operations within the period of time specified in this Paragraph 14, the Government may, at its option, declare forfeited the property, or the portion thereof which has not been removed, after which the Government may elect to perform the removal operations at the expense of the purchaser and to make whatever disposition it elects with regard to the property and materials resulting from such removal; or the Government may elect to transfer the property or portion which remains to a transferee who will be responsible for completing the removal operations without further expense to the purchaser.
- (2) If the removal operations are not performed to the complete satisfaction of the Government within the period of time specified in this Paragraph 14 and the purchaser has become liable for damages in accordance with Paragraph 14.c. (2) the property, or any portion of it remaining, may, at the option of the Government, be declared forfeited and the purchaser shall thereafter have no claim upon the property or have any interest therein. In the event of the declaration of such forfeiture by the Government, the purchaser shall cease to be liable for further damages resulting from his failure to complete the removal operations under Paragraph 14.c. (2) beyond the date of said forfeiture and in lieu thereof shall be liable for the cost of work performed by the Government in completing the removal operations.

- e. The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. Liability and Indemnity

The purchaser shall assume responsibility and liability for all injuries to persons or damages to property directly or indirectly due to or arising out of the operations of the purchaser for the removal of property. The purchaser further agrees to indemnify and save

harmless the United States against may and all claims of whatsoever kind and nature due to or arising out of the contract or the performance of any part or all of it.

16. Responsibility

The successful bidder will be held responsible for any loss of materials or equipment on the site due to actions of his employees or agents including vandalism and malicious mischief. Any losses involved, willful damage of property, etc., occurring shall be replaced or restitution made, as the case may be, at no cost to the Government until completion of contract for purchase and removal. The purchaser, acting himself or through his superintendent, shall direct, coordinate and supervise all work under this contract. Likewise, he shall inspect all equipment and apparatus engaged in this operation to assure its safe operation, and will coordinate his activities through the appropriate representatives designated by the Government.

17. Necessary Permits

All necessary permits for performing removal operations and for cut-off of utility service, during dismantling and removal of the materials if required by state, county, political subdivision, private person, utility company, or others having jurisdiction thereover, shall be obtained by purchaser at his own cost and expense and subject to such terms and conditions as may be imposed by such persons, companies, or authorities.

18. Responsibility for Disconnecting Wiring

The purchaser shall assume all necessary expense in disconnecting and leaving in a safe condition, to the satisfaction of the Government, telephone, electric, and other wires and outside connections, in the removal operations, and pay all necessary expenses in connection therewith.

19. Officials not to Benefit

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

20. Covenant Against Contingency Fees

The successful bidder warrants that he has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the successful bidder the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the successful bidder upon the contract secured or made through bona fide established commercial agencies maintained by the successful bidder for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

21. Disputes

- a. This contract is subject to the Contract Disputes Act of 1978 (Pub. L. 95-563).
- b. Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved in accordance with this clause.
- c. (i) As used herein "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract.

(ii) A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim for the purposes of the Act. However, where such submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim pursuant to the Act.

(iii) A claim by the purchaser shall be made in writing and submitted to the Contracting Officer for decision. A claim by the Government against the purchaser shall be subject to a decision by the Contracting Officer.
- d. For purchaser claims of more than \$50,000, the purchaser shall submit with the claim a certification that the claim is made in good faith; the supporting data are accurate and complete to the best of the purchaser's knowledge and belief; and the amount requested accurately reflects the contract adjustment for which the purchaser believes the Government is liable. The certification shall be executed by the purchaser if an individual. When the purchaser is not an individual, the verification shall be executed by a senior company official in charge at the purchaser's plant or location involved, or by an officer or general partner having overall responsibility for the conduct of the purchaser's affairs.
- e. For purchaser claims of \$50,000 or less, the Contracting Officer must render a decision within 60 days. For purchaser claims in excess of \$50,000, the Contracting Officer must decide the claim within 60 days or notify the purchaser of the date when the decision will be made.
- f. The Contracting Officer's decision shall be final unless the purchaser appeals or files a suit as provided in the Act.
- g. The authority of the Contracting Officer under the Act does not extend to claims or disputes which by statute or regulation other agencies are expressly authorized to decide.
- h. Interest on the amount found due on a purchaser claim shall be paid from the date the claim is received by the Contracting Officer until the date of payment.

Except as the parties may otherwise agree, pending final resolution of a claim by the purchaser arising under the contract, the purchaser shall proceed diligently with the performance of the contract in accordance with the Contracting Officer's decision.

INSTRUCTIONS TO BIDDERS – ON-LINE AUCTION

(GOVERNMENT REAL AND RELATED PERSONAL PROPERTY)

1. Type of Sale

The method of sale used here is an on-line auction, which can also be described as a written auction. It is much like an oral auction except that instead of voice bids, electronic or written bids are submitted; and, instead of having to travel to attend the bidding, you can submit your bid by computer, fax or mail and increase your bid by either mail, fax or from your computer on the Internet from your home or office. Bidding will take place until the property is sold, except as otherwise specified herein. You can find out when new bids come in and what the high bids are by viewing our web page at www.auctionrp.com.

2. Bidding in General

Bids will be received until a high bid is determined, except as otherwise specified herein. All bids are irrevocable for 60 days from the date of conclusion of the auction. The bid that represents the best value to the Government will be considered for acceptance. THE GOVERNMENT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AT ANY TIME FOR ANY REASON.

3. Registering Bidders, USER ID and Password

(A) Registration is a 3-step process:

- i. On-line registration on our Internet sale site www.auctionrp.com
- ii. Bid Form in this Invitation for Bids (IFB) must be filled out, signed and dated and returned to the sales office identified in the IFB. Faxed forms are acceptable.
- iii. The authorized Bid Deposit payment methods are by cashier's check or by credit card using the Bid Deposit by Credit Card Form in this IFB, or as otherwise specified herein. Personal or business checks are not acceptable. Cash is not recommended.

(B) Once the Bid Form, on-line registration, and bid deposit are received by the sales office, the bidder's User ID and Password from the on-line registration will be activated and electronic bids may be made. The bidder's User ID will be used to identify the bidders on the auction web page. Bidders assign their own User ID (limited to eight (8) characters) and password. However, as this is a public forum, privacy of bidder names and addresses is not implied and may be released to third parties. If you do not register on-line, a User ID and Password will be assigned to you. The User ID must be on the bid form when submitting bid increases, by mail or fax. The User ID number will be used to identify the bidders on our auction web page, www.auctionrp.com.

4. Continuous Bidding Results

The current high bid is available any time (24 hours a day) by viewing the auction at www.auctionrp.com.

5. Bid Form

(A) Bids must be submitted on the Bid Form accompanying this IFB, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. Faxed bids are acceptable and may be modified or withdrawn by confirmed request prior to the time of conclusion of the auction, as specified herein, except for the highest and second highest bids. The High Bidder identified at the end of the sale shall provide an original, signed and dated Bid Form to the GSA sale office prior to closing.

(B) Bid Forms shall be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the bid and the bid must be manually signed.

- i. Check the appropriate box for Initial or Increased Bid.
- ii. Fill in Date of bid line.
- iii. Fill in Bid Amount in the space indicated.
- iv. Check the appropriate Bidder circle whether bidding as an individual, trustee, partnership or corporation.
- v. Fill in the Name, Address, and Phone Number section of the Form.
- vi. Sign and Date the Form.

(C) Bids must be submitted without contingencies.

(D) Bids that are not submitted on GSA Forms will be rejected.

(E) Negligence on the part of the bidder in preparing and submitting the bid confers no right for withdrawal or modification of the bid after it has been received.

(F) In submitting an initial bid, return the Bid Form (in duplicate) and bid deposit. Retain all other documents, including one copy of the Bid Form, for your record.

6. Bid Envelopes

Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this IFB. The name and address of the bidder must be shown in the upper left corner of the bid envelope, and the invitation number and the phrase "Bid for Real Property" must be shown in the lower left corner of the envelope. No responsibility will attach to any officer of the Government for the failure to open a bid not properly addressed and identified.

7. Increasing a Bid On-Line

If you learn from the web page that your bid is not the high bid, you can submit a higher bid until such time as bidding is closed. Increases in previously submitted bids are welcome and the bid deposit from your first bid will apply to subsequent increased bids. If your bid is not accurately shown on the web page, then you must call us at 817-978-2331. Response to telephone, fax and other inquiries will be provided as expeditiously as possible, but no claim may arise from any failure in such response. By submitting your bid through our web page, you are agreeing that your Internet bid is a binding offer subject to all the terms of this IFB.

8. Increasing a Bid by Fax

(A) Bids by fax may be made by using the bid deposit form in the bid package. By faxing your bid, you are agreeing that your faxed bid is a binding offer. Faxed bids must be completely filled out and signed. The fax number for increased bids or initial bids is 817-978-2063.

(B) A bid submitted by fax will only be accepted during business hours and must arrive at the place and by the date and time that the Government has specified as the deadline for receipt of bids. If a bidder chooses to transfer a bid by fax, the Government will not be responsible for any failure attributable to the transmission or receipt of the faxed bid, including, but not limited to, the following:

- i. Receipt of a garbled or incomplete bid
- ii. Availability or condition of the receiving facsimile equipment
- iii. Incompatibility between the sending and receiving equipment
- iv. Delay in transmission or receipt of bid
- v. Failure of the bidder to properly identify the bid
- vi. Illegibility of bid
- vii. Security of bid data

If your fax bid is not reflected on the web page and your bid is higher than the announced bid, you must call the sales office at 817-978-2331 for verification your bid was received.

9. 24-Hour "Soft Close" Bid Survival Routine

The Government will announce a date for the receipt of final bids on the sale web page. On that date at 2:00 PM Central Standard Time (CST), a 24-hour clock starts for the high bid. If the high bid on the announced date at 2:00 PM survives 24 hours without challenge, then bidding will close at the stated time and consideration for award will be given to the high bidder. If an increased bid of the increment stated herein, if any, is received within 24 hours, then bidding will be held over an additional 24-hours,

excluding weekends and federal holidays, on the same terms. This process will continue until a bid remains unchallenged. Bid survival time increments may be changed from 24 hours (reduced or increased) as determined by the Government. Bid amount increments also may be changed as determined by the Government. Bidder agrees that notices of changes to the sale are satisfactory when made available on the sale web page at www.auctionrp.com.

10. Final Bids and Ending or Suspending the Sale

Once bidding stops and a high bid has been determined, the high bidder will be considered for award of sale and the sale will be ended. There is no guarantee that the Government will accept the high bid. The Government reserves the right to stop the sale for any reason without award and the right to start a new sale at any time. The Government may resolve bidding conflicts by determining who is the high bidder and high bid and re-open bidding until bidding stops as described above. The Government may temporarily suspend a sale to resolve sale controversies and resume a sale at any time.

11. Bid Executed on Behalf of Bidder

A bid executed by an attorney or agency on behalf of the bidder shall be accompanied by an authenticated copy of his Power of Attorney or other evidence of his authority to act on behalf of the bidder.

- (A) **Corporation.** If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
- (B) **Partnership.** If the bidder is a partnership, and all partners sign the bid, with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

12. Bid Deposit Terms - Registration

- (A) A bid deposit not less than the amount required by this Invitation for Bids must accompany each bid, as follows: In the form of a **cashier's check payable to the order of: "General Services Administration"**. Bid deposits by Cashier's Check must be accompanied by the Tax Identification Number (Social Security Number or business Tax ID Number) and official full name. Failure to so provide such bid deposit shall require rejection of the bid. Upon acceptance of a bid and award, the appropriate bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to the Government. Appropriate bid deposits

accompanying bids that are rejected will be refunded to bidders, without interest, usually within 30 business days after rejection of the bids.

(B) Credit cards (Visa, MasterCard, American Express, Discover) may be used for Bid Deposits and will be accepted only with the Bid Deposit by Credit Card form provided in the IFB. **CREDIT CARD DEPOSITS SUBMITTED WITHOUT THE “BID DEPOSIT BY CREDIT CARD” FORM WILL NOT BE REGISTERED UNTIL THE SALE OFFICE RECEIVES THE FORM.** Credit card deposits on rejected bids will be credited within 5 business days after rejection of the bid. Faxes of all required forms are acceptable.

13. Bid Deposit Terms – High Bidder 10% Bid Deposit

- (A) Within five (5) business days of acceptance of an offer and award by the Government, the successful bidder agrees to deposit an additional amount, if any, which when added to the registration deposit, will equal at least ten percent (10%) of the amount bid. Failure to so provide such additional bid deposit within five (5) business days of the Government’s acceptance of an offer and award shall require rejection of the bid as a default under the terms of Paragraph 12 of the General Terms of Sale herein.
- (B) Upon acceptance of a bid and award, the appropriate bid deposit of the successful bidder shall be applied towards payment of the successful bidder’s obligation to the Government. The full balance of the purchase price is payable within thirty (30) calendar days after award. At the time of closing, all cash money paid by the purchaser will be credited, without interest, toward the total purchase price.
- (C) Bid deposits received from the two highest bidders will be held as stipulated in Paragraph 14, Backup Bidder. All other registration deposits will be refunded.

14. Backup Bidder

The second-highest bidder will be the Backup Bidder. The Backup Bidder may be considered for award as successful bidder: 1) if the High Bidder is unable to consummate a transaction; 2) if the High Bidder fails to increase its initial bid deposit to the required 10% of the purchase price. The Backup Bidder’s deposit may be retained, without interest, until the High Bidder consummates the transaction. Subsequently the bid deposit of the Backup Bidder will be returned by mail immediately thereafter. In the event that the Government is unable to consummate the transaction with the high bidder or Backup Bidder, the Government reserves the right to consider remaining bid(s) and make an award that is in the best interest of the government.

15. Acceptable Bid

A bid from a responsible bidder whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered, is an acceptable bid. In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal bids.

16. Notice of Acceptance or Rejection

Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when announced on the website, faxed, emailed, or regularly mailed to the bidder or his duly authorized representative at the address indicated in the Bid Form. The Government's processing of a bid deposit shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

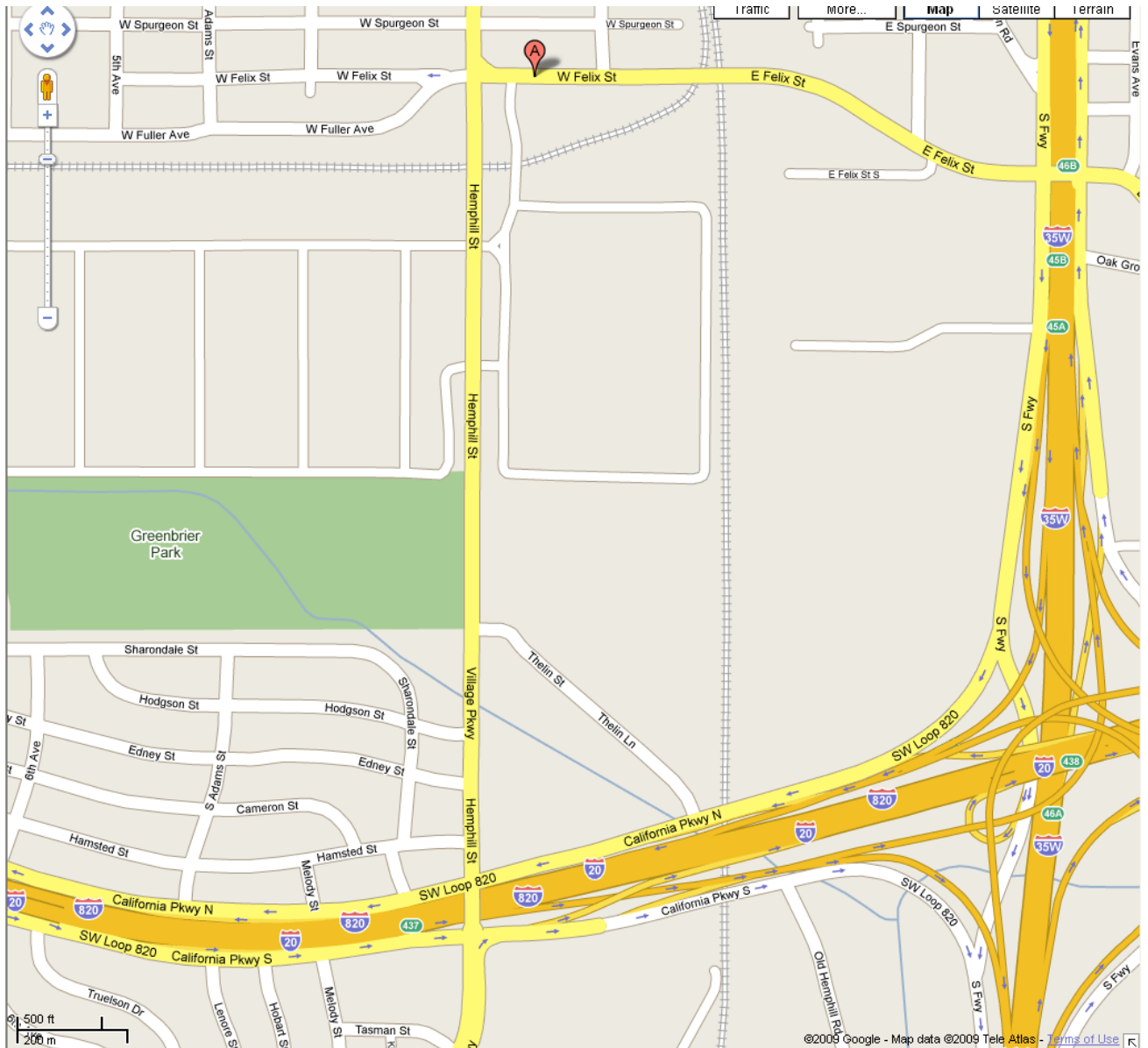
17. Additional Information

The General Services Administration issuing office, at the address given in this IFB will, upon request, provide additional copies of this IFB, and answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to award of sale.

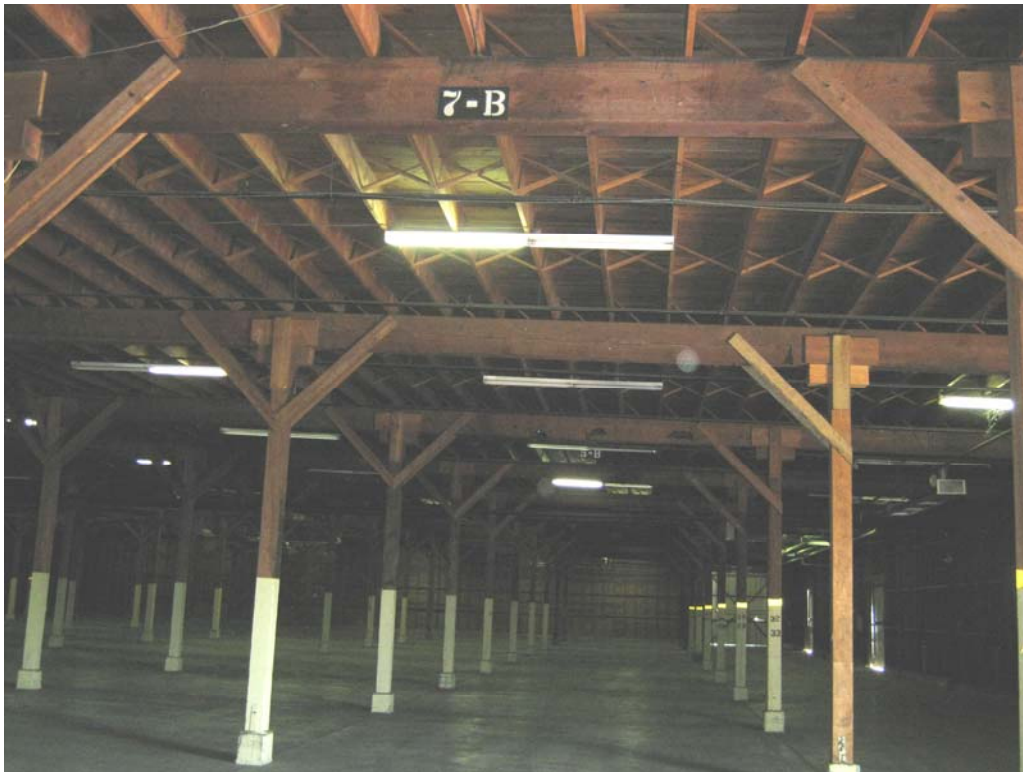
18. Waiver of Informalities or Irregularities

The Government may, at its election, waive any minor informality or irregularities in bids received.

LOCATION MAP



PICTURES



Roof Beams



Roof Beams

BID FORM

FOR PURCHASE OF GOVERNMENT REAL PROPERTY

Warehouses 5 and 6 located at the Fort Worth Federal Center, 501 Felix Street, Fort Worth, Texas, 76115, and only available for **OFFSITE REMOVAL**.

Sale # GSA-R-1616

The undersigned bidder(s) hereby offers and agrees, if this bid is accepted within sixty (60) calendar days after the date of bid receipt, to purchase the property described in the Schedule portion of this Invitation for the bid price entered below. This offer is subject to the provisions of the Invitation for Bids including the Schedule, the Special Terms of Sale, Instructions to Bidders; General Terms of Sale (Government Property for Removal from Site); the Bid Form and Acceptance and any amendments to all of the above, all of which are incorporated herein as part of this bid.

Bid Amount \$ _____

Enclosed pursuant to paragraph 5 of Instructions to Bidders is a Bid Deposit in amount of:
\$5,000.00

IF SUCCESSFUL, SPECIAL BID DEPOSIT PERFORMANCE BOND OF \$1,000,000.00 IS DUE WITHIN 10 DAYS OF SALE CLOSE (SEE PARAGRAPH 13, GENERAL TERMS OF SALE).

Bidder Represents that (s)he operates as (check the appropriate circle):

<input type="radio"/> an individual	<input type="radio"/> an individual doing business as:	<input type="radio"/> a partnership consisting of:	<input type="radio"/> a trustee acting for:	<input type="radio"/> a corporation, incorporated in the state of:
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(If bidding as a corporation, the Certificate of Corporate Bidder, on back, must be executed and submitted in accordance with the Instructions to Bidders, Paragraph 4a., of this Invitation for Bids.)

Name and address of bidder (type or print)

Name: _____

Street: _____

City: _____ State: _____ Zip Code: _____

Telephone Number () _____

Signature and Date

Signer's name and title (type or print)

Bid Deposit by Credit Card

**To: General Services Administration
Real Property Utilization and Disposal Division (7PZ)
Attn: William Morgan, Project Manager
819 Taylor Street, Suite 8A10
Fort Worth, TX 76102**

Fax Number: 817-978-2063

This form may be submitted by Fax.

Deposit Amount: \$5000.00

By completing this form and signing the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bids No. GSA-R-1611. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the bid deposit, as specified in the Instructions to Bidders for Online Auction, Bid Deposit Terms. In the event that applicant becomes the successful bidder, the bid deposit will be applied towards the purchase price for the property. In the event the applicant is not the successful bidder, the bid deposit will be credited to the credit account listed below.

Applicant's Last Name (please print): _____

First Name: _____ **M.I.:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Visa _____ **Master Card** _____ **Discover** _____ **Amex** _____

Card Number: _____ **Expiration Date** _____

Driver's License #: State _____ DL# _____

Name as it appears on card: _____

E-Mail Address: _____

Telephone Number: (_____) _____ **Fax Number:** (_____) _____

Signature: _____ **Date:** _____

CERTIFICATE OF CORPORATE BIDDER

To be completed by corporate official other than the person signing bid above

I, _____, certify that I am _____
(Secretary or other official title)

of the Corporation named as bidder herein; that _____

who signed this bid on behalf of the bidder, was then _____
(Bidder's official title i.e. President)

of the said Corporation; that said bid was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(SEAL)

Signature of Certifying Corporate Officer

DATE

ACCEPTANCE BY THE GOVERNMENT

The foregoing bid for purchase for OFFSITE REMOVAL of Government owned property known as Warehouses 5 and 6, located at the Fort Worth Federal Center, GSA Control Numbers 7-G-TX-767 is hereby accepted by and on behalf of the United States of America acting by and through the:

Administrator of the U. S. General Services Administration

on this _____ day of _____,

Signature of Contracting Officer: _____

Name and Title of Contracting Officer: _____

NOTICE TO PROSPECTIVE BIDDERS

The Real Property Disposal Division maintains a record of the name and address of all parties issued copies of this Invitation for Bids. If you are not the person who received this Invitation for Bids directly through the mail from the Government or through an official representative of the Government, it is to your benefit to advise the office issuing this Invitation of the address to which any addendum or supplement should be mailed. For this purpose, complete, detach and mail this form. Postage is required.

Please send any addenda, supplements, etc. that may be issued applicable to the IFB for sale number GSA-R-1616, property in Fort Worth, TX to:

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

REALTY OFFICER: William A. Morgan

CASE NUMBER: 7-G-TX-767
